

- e. Seller shall agree that all facilities required to be installed will be underground with the exception of the soil vapor extraction system equipment and groundwater recovering equipment.
 - f. The covenants and indemnification obligations of the Seller under Article 9 shall be assignable to any transferee(s) of the Property or any portion(s) thereof, any lender(s) secured by the Property or any portion(s) thereof, and/or any tenant(s) of the Property or any portion(s) thereof.
 - g. In Article 9.6.3 in the sentence stating that Seller shall use its commercially reasonable efforts to complete the required remediation (if any) the term "commercially reasonable efforts" shall be modified to say that Seller shall use commercially reasonable efforts to complete the required remediation up to an amount not to exceed one-third (1/3) of the purchase price.
10. L3 lease Letter Dated February 28, 2005 ("Letter"): Notwithstanding anything contained in the Letter and the lease, Buyer shall be entitled to collect rent as and when due. Seller shall be able to recapture the two (2) months' of rent which are allowed to be deferred by Tenant in January, 2007.


Stephane, we appreciate the detailed presentation Boeing and Hargis & Associates provided us and your openness in disclosing all environmental issues with the property. Additionally, if we are able to resolve the issues discussed, we would immediately start our review of the Due Diligence Documents as described in the indexes received at the meeting.

I will be glad to discuss this letter with you and/or the appropriate parties at Boeing to clarify or explain our position regarding the above matters.

Sincerely,

SC ENTERPRISES

By: Transpacific Development Company



Alan J. Pyenson
Vice President

AJP:th

cc: Shurl Curci